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October 2, 2019

VIA ECF

Honorable Judge Robert M. Levy
United States District Court
Eastern District of New York
225 Cadman Plaza East
Brooklyn, New York 11201

Re: *Herskovic v. Verizon Wireless*
Case No.: 1:19-CV-03372

Dear Judge Levy:

We represent defendant Cellco Partnership d/b/a Verizon Wireless (*incorrectly sued as* “Verizon Wireless”) (hereinafter “Verizon Wireless”) in the above-referenced matter.

On October 1, 2019, this office filed Verizon Wireless’ supplemental brief in support of its motion to compel contractual arbitration and to stay the instant action (“Supplemental Brief”). [Dkt #18.] After filing, we realized that Exhibit 1 contained an incorrect document. We immediately contacted the Court to advise of the circumstances, and to request that said document be replaced. Accordingly, please permit the enclosed to serve as the corrected Exhibit 1 to the Supplemental Brief, *nunc pro tunc*.

We very much appreciate the Court’s time and consideration in this matter.

Very truly yours,

SEGAL McCAMBRIDGE
SINGER & MAHONEY, LTD.

Andrew P. Kates

Andrew P. Kates

EXHIBIT 1

SUPREME COURT OF THE STATE OF NEW YORK,

County of ~~New York~~ KINGS

YEHUDA HERSHKOVIC

Plaintiffs,

—against—

VERIZON WIRELESS

Defendants.

Summons

Index No. 1251-19

The summons was filed on [month, date, year]

TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED and required to appear in this action by serving a copy of your notice of appearance upon the undersigned within twenty (20) days after the service of this summons, exclusive of the day of service, or within thirty (30) days after service is complete, if this summons is not personally delivered to you within the state of New York. In case of your failure to answer, judgment will be taken against you by default for the relief demanded in the complaint.

Take notice that the object of this action and the relief sought is as follows:

[With respect to each cause of action to be asserted (a) separately state and describe it in summary fashion, and (b) state the amount of monetary damages sought (unless this is an action for medical malpractice or against a municipality), or other relief to be sought]. In case of your failure to appear, judgment will be taken against you by default for [state the monetary damages and/or other relief sought under all causes of action], together with costs and disbursements of this action.

The basis of the venue designated is [(plaintiff's residence or address) or (specify 2 other basis of venue under N.Y. C.P.L.R. Article 5, e.g., residence of the defendant, plaintiffs designation pursuant to N.Y. C.P.L.R. 503(a), etc.)].

Dated, 03 / 26 / 2019, New York

¹ Summons and notice.—See CPLR 305(b).

Notice in matrimonial actions.—See DRL § 232(a).

KINGS COUNTY CLERK
RECEIVED
2019 MAR 28 PM 2:35

[month, date, year]

(Print name) YEHUDA HERSKOVIC

Attorney for Plaintiffs

Address: 225 ROSS STR BROOKLYN NY 11211

Telephone Number: 347 731 8818

TO THE ABOVE NAMED DEFENDANTS:

TAKE NOTICE that this is an action for (*set forth nature of action*) personal injuries sustained by the plaintiff [*name of plaintiff*], caused by defendants' negligence; (*set forth relief sought*) the relief sought is recovery of money damages for plaintiff's injuries, pain and suffering, medical expenses, loss of present and future earnings, and for plaintiff's loss of services, companionship, support and consortium;² (*unless the action is for medical malpractice, set forth the sum of money for which judgment may be taken in case of default*) in case of your failure to appear, judgment may be taken against you for \$[*amount*], with interest, from [month, date, year], together with the costs and disbursements of this action.³

Dated, 03 / 26 / 2019, New York

[month, date, year]

(Print name)

Attorney for Plaintiffs

Address:

Telephone Number:

Bender's Forms for the Civil Practice

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End of Document

² Required specificity.—See Weinstein, Korn, & Miller, New York Civil Practice—CPLR ¶ 305.12a.

³ Notice of amount.—The figure appearing in the notice limits the amount the court may enter as judgment upon default. It does not, however, limit the amount that may be demanded in a complaint subsequently served. See Weinstein, Korn, & Miller, New York Civil Practice—CPLR ¶ 305.13.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ~~QUEENS~~ KINGS



YEHUDA HERSKOVIC Plaintiff,

- against -

Index No. 1251 120 19

VERIFIED
COMPLAINT

VERIZON WIRELESS

Defendant.

TO THE SUPREME COURT OF THE STATE OF NEW YORK

The complaint of the plaintiff, YEHUDA HERSKOVIC, respectfully shows and alleges as follows:

ON THE DATE OF 12/27/2017 I WENT IN TO THE VERIZON WIRELESS STORE ON 100 WALL STR NEW YORK NY, 10005, AND MADE A CONTRACT FOR A HOME DEVICE TO HAVE PHONE SERVICE WITH THE NUMBER 718-387-4565 AND THE CONTRACT WAS FOR TWO YEARS, AFTER ABOUT A MONTH I STARTED TO HAVE DIFFICULTIES WITH THE SERVICE, PEOPLE ON THE OTHER END COULD NOT HEAR ME AND CALLS WERE DROPT IN MIDDLE OF A CONVERSATION THEN I CALLED THE COMPANY VERIZON WIRELESS AND THEY TRIED TO FIX IT BUT IT WAS NOT HELPING TO MUCH IT KEPT ON AN ON AND I KEAP CALLING AN COMPLAING THEY STATED THAT NOTHING IS WRONG AND THE SAME PROBLEM WAS GOING ON AND ON I REALY GOT TIRED OF THE SITUATION, AND ON THE DATE OF DEC/10/2018 I SPOKE TO A CUSTOMER SERVICE AND SHE TRANSFERD ME TO A SUPER VISOR AND TOLD THEM THAT I CANOT GO ON WITH THIS NO SERVICE AN DIFFICULTIES INGED PROPER SERVICE AND I ASKED

PERMISSION TO CANCEL THE CONTRACT AND GO TO A OTHER
 PROVIDER AND COMPANY WHO CAN GIVE ME PROPER
 SERVICE THE SUPERVISER AGREED WITH ME AND SAID
 SHE WILL WAIVE THE DISCONNECTION FEE SO I WENT
 TO ANOTHER COMPANY AT&T WITH THE SAME
 SERVICE AND SAME WIRELESS DEVICE FOR HOME
 SERVICE AND SWITCH THE SERVICE TO AT&T WIRELESS
 ATT THE END OF THE MONTH VERIZON WIRELESS SEND ME
 A FINAL BILL WITH A 176.00\$ DISCONNECTION CHARGE
 FOR GOING TO A OTHER COMPANY WHO CAN GIVE ME
 SERVICE, I RIGHT AWAY CALLED VERIZON WIRELESS
 AND ASK WHAT IS THE 176\$ DISCONNECTION CHARGE
 I GOT PERMISSION AN THE SUPERVISER PROMISED ME
 TO WAIVE THE DISCONNECTION CHARGE AND I WAS ON
 THE PHONE FOR A LONG TIME ARGUING WITH THE
 CUSTOMER SERVICE REPRESENTATIVE THEN WITH THE
 SUPERVISER BUT BOTH REFUSED TO WAIVE THE FEE
 THEY DENIED ME MY RIGHT TO HAVE PROPER SERVICE
 AND I VERIFIED ALL THE COMPLAINTS I WAS MAKING
 AN THEY STILL DENIED ME AN KEPT SENDING
 BILLS FOR ONLY THIS CHARGE ALL OTHER I WAS UP
 TO DATE PAID EVERYTHING I OWED EXCEPT THE
 DISCONNECTION CHARGE, THAN THE REAL NIGHTMARE
 STARTED, THEY SEND ME COLLECTION LETTERS ONE
 AFTER THE OTHER AN CALLS OF COLLECTION DIFFERENT
 COMPANY'S AN THEY PUT IT ON MY CREDIT REPORT
 AS A NEGATIVE RUINING MY CREDIT ONE LETTER
 FROM DIVERSIFIED CONSULTANTS, INC. PO BOX 551268
 THEY CALLED ME HOME AN COLL DAY AFTER DAY

AND I KEAP EXPLAINING THAT I DO NOT OWE THIS MONEY
 AND THEY INSIST THAT I DO OWE THEM AND I ALSO
 CALLED VERIZON WIRELESS BUT THEY ALSO WERE
 NOT TO HELP OUT THE SITUATION THEN I APPLIED
 FOR CREDIT CARD FROM BARCLAYS WHICH I HAVE A
 CREDIT CARD AND OTHER THEY DENIED ME
 BECAUSE OF NEGATIVE INFORMATION ON MY
 CREDIT REPORT FROM EXPERIAN AND TRANSUNION
 THEY HARASSED ME WITH THIS FRAUDELENT CHARGE
 SO LATE AS DEC/07/2018 THEY SEND ME A NEW
 COLLECTION LETTER AND ALSO THEY PUT IT ON
 MY CREDIT REPORT. EVAN THEY ADMIT IN
 SMALL CLAIM COURT THEY REFUSED ME 698\$ FOR
 BAD SERVICE, BUT THE 176\$ THEY STILL HAVE IT
 ON MY CREDIT REPORT AND NOW ON 3/1/2019
 I RECEIVE A NEW LETTER WITH A MORE GREATER
 CHARGE OF 341.83\$ AS YOU CAN SEE ATTACH COPY
 FROM DYNAMIC RECOVERY SOLUTIONS WITH ADDRESS
 135 INTERSTATE BLVD. GREENVILLE, SC 29615
 THE HARASMENT DONT STOP I CANT GET NEW CREDIT
 CARD I LOST ABOUT 3000\$ ON INSANTIVES THE HARASMENT
 IS GOING ON STILL TODAY THEIR IS NO END TO MY
 AGRAVATION FROM THIS FALSE AND FRAUDELENT
 CHARGE IS MY WORST NIGHTMARE CANT SLEEP AT
 NIGHT THIS IS CAUSING ME HEADACKES AND IN
 MIDDLE OF THE NIGHT I WAKE UP THINKING OF
 THIS COLLECTION LETTERS I AM NERVOUS AND HAVE
 BAD DAYDREAMS FRIDAY DEC 7 2018 I SPOKE TO THE
 SUPERVISOR OF COLLECTION DEP OF DIVERSIFIED

CONSULTANTS, INC WITH THE NAME PERALTA ANGELYN AN THEY STILL REFUSE TO REMOVE THE DAMAGING INFORMATION WHICH IS FRAUDULENT AND FALSE EVEN AFTER REFUNDING THE WHOLE AMOUNT OF CHARGES FORMONTLY SERVICE SO ON DEC 13 2018 I CALD VERIZON WIRELESS THEY GAVE ME CONFLICTING DATE WHEN MY SERVICE STATED AN WHEN IT ENDED ON CREDIT REPORT IT IS WRITEN DEC 1 2016 ~~AND~~ AN THAT THEY CLAIM VERIZON WIRELESS SHE SAID JAN 07 2018 THEN THEY GAVE ME THE DATE DEC 21 2016 AND DEC 27 2017 ALSO REPRESENTATIVE CONFIRM THAT I CALD IN ON ALL THIS DATES JUN 28 2017, SEP 10 2017, DEC 10 2017, OCT 30 2017, DEC 9 2017, DEC 10 2017, AND ON THIS DATE OF DEC 10 2017 I HAD A CONVERSATION WITH A SUPERVISER THAT I CANNOT GO ON LIKE THIS ANY LONGER WITH THIS BAD SERVICE AN I AM SWITCHING CARRIER BECAUSE OF PHONE DROPS CALLS AND PEOPLE ON OTHER END CANT HEAR ME AN SHE AGREED THAT I CAN GO TO A DIFFERENT CARRIER ON DEC 27 2017 I WENT TO ATT. SO NOW THE RELIEF I AM SEEKING FROM COURT IS AS FOLLOWS

1) THAT VERIZON WIRELESS AND ALL THEIR COLLECTION AGENCIES STOP THE HARASMENT AND AGGRAVATING ME WITH THEIR COLLECTION AND ERASE THIS CHARGES FROM COLLECTION ON MY CREDIT REPORT OF ALL CREDIT REPORTING

AGENCIES LIKE EQUIFAX TRANS UNION EXPERIAN TO
REMOVE THE NEGATIVE REPORTING
2. 30,000\$ FOR THE DAMAGES THAT DAY CAUSED TO
ME WITH THEIR ACTION OF THIS FALSE AND FRAUDULENT
CHARGES AN COLLECTION ALL THIS TIME FROM
DEC 27 2017 UNTIL TODAY THE COURT SHOULD ORDER
TO REMOVE THE NEGATIVE COLLECTION AND
REPORTING AND A JUDGMENT IN THE AMOUNT
OF 30,000\$ TO ~~YEHUDA HERSKOVIC~~ BE GIVEN
TO YEHUDA HERSKOVIC

Dated: 3/26/2019

YEHUDA HERSKOVIC
Plaintiff

VERIFICATION

YEHUDA HERSKOVIC, being duly sworn, deposes and says:

I am the plaintiff in the above-entitled action. I have read the foregoing complaint and know the contents thereof. The same are true to my knowledge, except as to matters therein stated to be alleged on information and belief and as to those matters I believe them to be true.

Sworn to before me this
26 day of MARCH 2019

CHAIM FENLSTEIN
Notary Public

NOTARY PUBLIC-STATE OF NEW YORK
No. 01PE5075699
Qualified in Kings County
My Commission Expires 08-30-2019

Signature

YEHUDA HERSKOVIC
Print Name

Note: Strike *italicized* wording which does not apply.

VERIFICATION

STATE OF NEW YORK)

COUNTY OF KINGS) SS.:

YEHUDA HERSKOVIC (your name), being duly sworn, deposes and says:

That I am the plaintiff / petitioner / defendant / respondent in this action / proceeding. That I have read the foregoing _____ and know the contents thereof; that the same is true to my own knowledge, except as to matters therein stated to be alleged on information and belief; and as to those matters I believe them to be true.

YEHUDA HERSKOVIC
Plaintiff / Petitioner / Defendant / Respondent
(Sign your name before a Notary Public)

YEHUDA HERSKOVIC
(Print Name)

Sworn before me this 26
day of MARCH, 2019

CHAIM PERLSTEIN
Notary Public

CHAIM PERLSTEIN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PE5075699
Qualified in Kings County
My Commission Expires 05-30-2019

KOSR 02/17